

ARTICLE 29

LEGAL DEFENSE

If bargaining unit employees become defendants in civil liability suits arising out of actions taken or not taken in the course of their employment for the state, they have the right to request representation and indemnification through their institution according to RCW 4.92.

For Union:

Emely T. Hershey

Date 5/24/06

For Employer:

Tina Peters

Date

5/24/06

ARTICLE 30

EMPLOYEE ASSISTANCE PROGRAM

30.1 The Employer agrees to provide all bargaining unit employees and their family members access to a confidential employee assistance program selected and paid for by the Employer.

30.2 Employees can request a work schedule adjustment to allow access to the services of the employee assistance program.

For Union:

Emily L. Larsen

Date 5/24/06

For Employer:

Tim Petru

Date 5/24/06

ARTICLE 31
PERSONNEL FILES

31.1 The Employer will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer.

31.2 Each employee has the right to review his or her personnel file. The Employer will determine the location of personnel files. An employee may arrange to examine his or her own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. Review of the file will be in the presence of a human resources representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

31.3 Employees may insert a reasonable amount of job related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in the file that he or she considers objectionable.

31.4 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the file.

31.5 When documents in an employee's personnel file are the subject of a public records request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.

1 31.6 Employees will be provided a copy of all adverse material at the time the
2 materials are included in the personnel file.

3
4 31.7 Information in personnel files will be retained only as long as it has a reasonable
5 bearing on the employee's job performance or upon the efficient and effective
6 management of the college/institution.

7
8 31.8 Anonymous material, not otherwise substantiated, will not be placed in an
9 employee's personnel file.

10
11
12 For Union:

13 Evelyn F. Gershman

14 Date

15 5/25/06

For Employer:

16 Tim Peter

17 Date

18 5/24/06

ARTICLE 32

**REASONABLE ACCOMMODATION AND
DISABILITY SEPARATION**

32.1 The Employer and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities.

32.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.

32.3 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

32.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.

32.5 An employee with permanent status may be separated from service when the Employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an

employee to obtain a medical examination, at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.

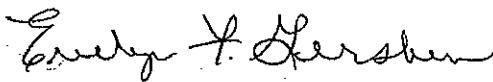
32.6 When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which they qualify, or the employee requests separation due to disability, the Employer may immediately separate the employee.

32.7 The Employer will inform the employee in writing of the option to apply to return to employment prior to his or her separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

32.8 A disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve his or her disability separation only up to the final internal step of the grievance procedure. Disability separation at the employee's request is not subject to the grievance procedure in Article 28.

For Union:

For Employer:





Date 5/24/06

Date 5/24/06

ARTICLE 33

LAYOFF AND RECALL

33.1 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer-initiated action that results in separation from service, employment in a class with a lower salary range maximum, reduction in the work year, or reduction in the number of work hours.

When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:

- A. As much advance notice as possible, but not less than thirty (30) calendar days' notice;
- B. Opportunity to meet with affected employees prior to the implementation of the layoff; and
- C. An invitation to meet under the provisions of Article 36, Union-Management Communication Committee, of this Agreement.

The Employer will explore options including reduction of hourly employees.

33.2 Basis for Layoff

The reasons for layoffs include, but are not limited to, the following:

- A. Lack of funds;
- B. Lack of work; or
- C. Organizational change.

Examples of layoff actions due to lack of work include, but are not limited to:

1. Termination of a project or special employment;
2. Availability of fewer positions than there are employees entitled to such positions;
3. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary maximum; or
4. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

33.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in a college/district on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.

33.4 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

33.5 Temporary Layoff – Employer Option

A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days notice of a temporary reduction of work hours.

B. The Employer may temporarily lay off an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days notice of a temporary layoff. The notification will specify the nature and duration of the temporary layoff.

C. An employee who is temporarily laid off will not be entitled to:

1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of his or her regular work schedule for the duration of the layoff;
2. Bump to any other position; or
3. Be placed on a layoff register.

33.6 Layoff Units

A. A layoff unit is defined as the entity or administrative/organizational unit within each college/district used for determining the available options for employees who are being laid off.

B. The layoff unit(s) for each college/district covered by this Agreement are described in Appendix B.

33.7 Skills and Abilities

Skill and abilities are documented criteria found in license/certification requirements, federal and/or state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, recruitment announcements or other Employer documents that reference position requirements.

33.8 Options within the Layoff Unit

A. Employees will be laid off in accordance with seniority, as defined in Article 37, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding his or her current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

B. The option will be determined, as specified above, in descending order of salary range and one (1) progressively lower level at a time.

33.9 Institution-wide Options

A. In addition to the option offered in Section 33.8, above, employees being laid off will be offered up to three (3) comparable funded vacant positions within their college, provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off. If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions. The Employer will determine if the employee possesses the required skills and abilities for the position. The Employer may require updated information from the employee regarding his or her current skills and abilities.

B. For Seattle District 6 and Spokane District 17 Only –

If no options are available in Section 33.8 and Subsection A, above, employees hired before July 1, 2005, will be provided one (1) option within their district to:

1. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.

2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

33.10 Notification to Permanent Employees

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 33.5, permanent employees will receive written notice at least twenty (20) calendar days before the effective layoff date. The notice will include:

1. The basis for the layoff;
2. The employee's layoff option(s) including any requirement for the employee to serve a transition review period;
3. The specific layoff lists for which the employee is entitled to placement; and
4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.

The Union will be provided with a copy of the notice.

- B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 33.5, if the Employer chooses to implement a layoff action without providing twenty (20) calendar days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

C. Employees will be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty (20) calendar days' notice provided by the Employer to the employee.

D. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

33.11 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

A. Current Salary Level

An employee who accepts another position with his or her current salary range will retain his or her current salary.

B. Lower Salary Level

An employee who accepts another position with a lower salary range will be paid an amount equal to his or her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus

any cost of living adjustments that occurred during the time they were laid off.

2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

33.12 Transition Review Period

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has been appointed from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will be subject to the grievance procedure in Article 28, up to the top internal step.

33.13 Recall

A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their names placed on the register for the job classification from which they were laid off or bumped. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status. An employee's name will remain on the layoff list for two (2) years from the effective date of his or her layoff.

B. When a vacancy occurs within a college/district and where there are names on a layoff list, the Employer will consider all of the laid-off employees in accordance with Article 3, Hiring and Appointments, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer will have his or her name removed from the appropriate layoff list after three (3) refusals.

33.14 Project Employment

A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in Sections 33.8 and 33.9, above.

B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the college/district in which they held permanent status to the job classification they held immediately prior to accepting project employment.

For Union:

Emily Gershen

Date 8/22/06

For Employer:

Tim Leb

Date 8/22/06

ARTICLE 34
MANAGEMENT RIGHTS

34.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the institution of higher education's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its institutions during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training, and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

34.2 The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

For Union:

Emily Gershon

Date 8/2/06

For Employer:

Tim Pittman

Date 5/24/06

ARTICLE 35

MANDATORY SUBJECTS

35.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union, with a copy to the Chief Union Steward, of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

35.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

For Union:

For Employer:

Emily F. Hershen

Tim Rife

Date 5/24/06

Date 5/24/06

ARTICLE 36

UNION-MANAGEMENT COMMUNICATION COMMITTEE

36.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union-Management Communication Committee will be established at each district or college. Ad hoc committees may be established by mutual agreement. The purpose of the committee(s) is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

36.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change.

The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

A. Composition

The Employer and Union will be responsible for the selection of their own representatives. The committee(s) will consist of up to six (6) employer representatives and up to six (6) employee representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.

2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.

3. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.

4. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

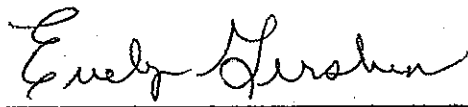
All committee meetings will be regularly scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, communication will be provided by the responsible party.

D. Scope of Authority

Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. Nothing in this Article or any committee's activities will be subject to the grievance procedure in Article 28.

For Union:

For Employer:



Date

8/2/06



Date

8/2/06

ARTICLE 37

SENIORITY

37.1 Definition

- A. Seniority for classified employees will be defined as the employee's length of unbroken classified service. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:
1. Military leave,
 2. Compensable work-related injury or illness leave,
 3. Governmental service leave,
 4. Reducing the effects of layoff,
 5. Cyclic employment leave, and/or
 6. Formal contract negotiations in accordance with RCW 41.80.
- B. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 33.5 of Article 33, Layoff and Recall, will not be deducted from the calculation of seniority.
- C. Employees who are separated from state service due to layoff, and are reemployed within two (2) years of their separation date will not be considered to have a break in service.

D. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

E. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 32, Reasonable Accommodation and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

37.2 Ties

If two (2) or more employees have the same unbroken classified service date, ties will be broken in the following order:

A. Longest continuous time within their current job classification;

B. Longest continuous time with the institution; and

C. By lot.

37.3 Seniority List

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each employee's name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

37.4 Application

This Article will apply prospectively. Employees will retain their current unbroken classified service date, which will become their seniority date.

For Union:

Emily F. Gershen

Date 5/24/06

For Employer:

Tim Peters

Date 5/24/06

ARTICLE 38

UNION ACTIVITIES

38.1 Representation

Upon request, an employee will have the right to representation at all levels on any matter adversely affecting his or her conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

38.2 Staff Representatives

A. The Union will provide the Employer with a written list of staff representatives and the college/district for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities within their college/district jurisdiction to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the college/district. The staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after his or her shift.

38.3 Union Stewards

A. Steward List

The Union will provide the Employer with a written list of each current union steward and his or her college/district jurisdiction within the bargaining unit for which he or she is responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

B. Paid Release Time

Union stewards will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with Article 28, Grievance Procedure. In addition, union stewards will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit and campus jurisdiction for the following representational activities:

1. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline;
2. Management scheduled new employee orientation;
3. Pre- meetings and Union- Management Communication Committees in accordance with Article 36, Union Management Communication Committee; and
4. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with Article 28, Grievance Procedure, and held during his or her work time.

C. Notification

The union steward will obtain approval from his or her supervisor before attending any meeting or hearing during his or her work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any college/district business requiring the union steward's immediate attention will be completed prior to attending the meeting or hearing. Union stewards will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the union steward's work time. Attendance at meetings or hearings during the union steward's non-work hours will not be considered as time worked. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities.

If the amount of time a union steward spends performing representational activities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

38.4 Employees

A. Paid Release Time

Employees will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:

1. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 28, Grievance Procedure, and held during his or her work time; and

2. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 27, Discipline.

When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job function or involves matters he or she has witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.

B. Notification

An employee will obtain prior approval from his or her supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college/district business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work time. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the college/district.

If the amount of time an employee spends attending meetings or hearings is affecting his or her ability to accomplish his or her assigned duties, the Employer will not continue to release the employee and the Union will be notified.

38.5 Use of State Facilities, Resources, and Equipment

A. Meeting Space and Facilities

The Employer's campuses and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.

B. Supplies and Equipment

The Union and employees will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from college/district business.

C. E-mail, Fax Machines, the Internet, and Intranets

The Union and employees will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, employees may use state-owned e-mail to request union representation. In addition, shop stewards may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources; and

6. Not compromise the security or integrity of state information or software.

D. The Union and its shop stewards will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

38.6 Bulletin Boards and Newsstands

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as union literature. If requested, the Employer will identify area(s) where Union provided newsstand(s) can be located at each college/district. Union provided newsstand(s) must meet the Employer's campus standards. Union communications will not be posted or otherwise disseminated in any other location on the campus, except as provided in college policy and in Subsection 38.7 below.

38.7 Distribution of Material

A Union-designated employee will have access once per month to his or her worksite for the purposes of distributing Union information to other bargaining unit employees provided:

A. The employee is on break time or off duty;

B. The distribution does not disrupt the Employer's operation;

C. The distribution will normally occur via desk drops or mailboxes as determined by the Human Resources manager. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and

D. The Employee notifies the Human Resources manager in advance of his or her intent to distribute information.

38.8 Time Off for Union Activities

A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the college/district as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

38.9 Temporary Employment With the Union

With thirty (30) calendar days notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the college/district as determined by management. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position

1 in the same job classification and the same geographical area, as determined by
2 the Employer.

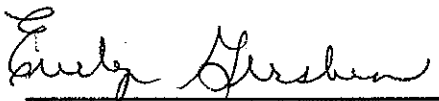
3
4 **38.10 Employer Committee Meetings**

5 The Employer will continue its current practices requesting nominees from the
6 Union to serve on Employer committees, where deemed appropriate. Time spent
7 serving on Employer committees will be considered time worked.

8
9 **38.11 Employee Status Reports**

10 Each pay period, the Employer will provide the Union a list of all employees in
11 the bargaining units. The electronic list will be sent to WFSE headquarters and
12 will contain the employee's name; permanent address; work phone; job
13 classification code and job title; unique employee system identification number;
14 position number, if available; employer code; home department name; employee
15 type; seniority date, employment date; job percent of full; gross salary for the
16 month; salary range and step; union deduction code(s) and amount(s); work
17 county code and name; bargaining unit code; whether he or she has been
18 appointed to, separated from, or promoted out of the bargaining units; and the
19 effective date of such action. The Union will maintain the confidentiality of all
20 employees' mailing addresses.

21
22 **For Union:**

23 
24 _____

25 **Date** 8/25/06
26

For Employer:



Date 8/25/06

ARTICLE 39

DUES DEDUCTION

39.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

39.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

39.3 Union Security

All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.

D. If an employee fails to meet the agency shop provision outlined above, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

39.4 The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the salary of employees who request such deduction in writing. Such request will be made on a Union payroll deduction authorization card.

39.5 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to Section 39.3, above.

39.6 Indemnification

The Employer and the Center for Information Services will be held harmless by the Union and employees for compliance with this Article and any issues related

to the deduction of dues and fees and for compliance with Article 38.10 and any
issues related to Employee Status Reports.

For Union:

For Employer:

Emelyn L. Hershey

Tim R.

Date

8/2/06

Date

8/2/06

ARTICLE 40

CLASSIFICATION

40.1 Classification Plan Revisions

A. The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. Such notice will be provided using the Department of Personnel's Director's meeting agenda notice. Upon request of the Union, the Employer will bargain the effect(s) of a change to an existing class or newly proposed classification.

B. The Employer will allocate or reallocate bargaining unit positions, including newly created positions, to the appropriate classification within the classification plan.

C. The Employer will maintain a position description for each position. As determined by the Employer, the position description will list the primary duties and responsibilities assigned to the position, skills and abilities, essential functions, and other job-related information. Upon request, the position description will be made available to the employee or to the Union.

40.2 Position Review

A. Employee-Initiated Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified, may request a review according to the following procedure:

1. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.

1 2. The employer and supervisor will then send the completed form to
2 the Employer's Human Resources Office. Within five (5) days of
3 receipt, the Human Resources Office will notify the employee of
4 the date the completed position review request form was received
5 in their office. The Employer's Human Resources Office will
6 review the completed form and notify the employee of the decision
7 regarding the appropriate classification within sixty (60) calendar
8 days of the date the position review request was received in the
9 Human Resources Office.

10
11 3. In the event the employee disagrees with the reallocation decision
12 of the Employer, he or she may appeal the Employer's decision to
13 the director of the Department of Personnel (DOP), in writing and
14 with a copy to the Human Resources Office, within thirty (30)
15 calendar days of being provided the results of a position review or
16 the notice of reallocation. The director of DOP will then make a
17 written determination, which will be provided to the employee.

18
19 4. In accordance with the provisions of WAC 357-52, the employee
20 may appeal the determination of the director of DOP to the
21 Washington Personnel Resources Board, within thirty (30)
22 calendar days of being provided the written decision of the director
23 of DOP. The board will render a decision which will be final and
24 binding.

25
26 5. The effective date of a reallocation resulting from an employee
27 request for a position review is the date the request was filed with
28 the Human Resources Office.
29

6. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 28 of this Agreement.
7. Positions will not be reallocated during the incumbent's probationary period.
8. Temporary duty assignments in accordance with Article 41.4 are excluded from this process.

40.3 Effect of Reallocation

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 33 of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.

2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 33 of this Agreement applies.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the employer's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 33 of this Agreement applies.

40.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a Class with a Higher Salary Range Maximum—

Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.

B. Reallocation to a Class with an Equal Salary Range Maximum

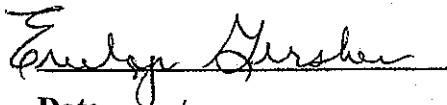
The employee retains his or her previous base salary, or is moved to the entry step of the new range, whichever is higher.

C. Reallocation to a Class with a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

For Union:

For Employer:



Date

8/22/06



Date

8/22/06